



UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

**TRENK, DiPASQUALE, WEBSTER,
DELLA FERA & SODONO, P.C.**

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LLC, Debtor and Debtor-in-Possession*

In re:

MANTIFF-JAHNAVI ZANESVILLE
HOSPITALITY, LLC,

Debtor.

Chapter 11

Case No. 08-26040 (NLW)

Honorable Noalyn L. Winfield

**CONSENT ORDER MODIFYING SALE PRICE AND EXTENDING DEADLINE TO
CLOSE ON SALE OF DEBTOR'S REAL AND PERSONAL PROPERTY**

The relief set forth on the following pages, numbered two (2) through four (4), is hereby
ORDERED.

DATED: 4/29/2009



Honorable Noalyn L. Winfield
United States Bankruptcy Judge

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Debtor: Mantiff-Jahnavi Zanesville Hospitality, LLC

Case No.: 08-26040 (NLW)

Caption of Order: Consent Order Modifying Sale Price and Extending Deadline to Close on Sale of Debtor's Real and Personal Property

THIS MATTER having been originally presented to the Court by Trenk, DiPasquale, Webster, Della Fera & Sodono, P.C., counsel for Mantiff-Jahnavi Zanesville Hospitality, LLC, Chapter 11 debtor and debtor-in-possession (the "Debtor"), upon motion for entry of an Order authorizing the Debtor to sell its real and personal property (as more clearly defined in the Application filed in support of the Motion) and granting related relief (the "Motion"); and the Court having considered the pleadings filed by the Debtor in support of its Motion and opposition thereto, if any; and the Court having heard oral argument, if any; and the Court having previously entered an Order (i) Authorizing Debtor to Sell its Real and Personal Property Free and Clear of All Liens, Claims and Encumbrances; (ii) Granting Certain Stay Relief and; (iii) Granting Related Relief, on January 6, 2009 (the "Sale Order"); and Brian F. Hofmeister, Esq. - counsel to Dipali Jariwala, assignee ("Buyer"); Prassana Mahadeva, Esq. - counsel to Ciena Capital Funding, LLC ("Ciena"), and Joseph J. DiPasquale, Esq. - counsel to the Debtor, having agreed to the Sale Order entered on January 6, 2009; and the parties having agreed to modify the purchase price and extend the Closing Date based on the terms set forth herein; and for other good cause having been shown,

IT IS ORDERED that the purchase price is hereby modified and reduced from Two Million Two Hundred Thousand Dollars and No Cents (\$2,200,000.00) to One Million Eight Hundred Thousand Dollars and No Cents (\$1,800,000.00) ("Purchase Price"), and it is further

ORDERED that Ciena's credit bid is hereby modified and reduced to the amount of the Purchase Price; and it is further

ORDERED that the carve-out due to the Debtor's estate under the Sale Order be and is hereby reduced from \$65,000.00 to \$50,000.00, which shall be paid at closing. The Buyer shall pay \$10,000.00 of the carve-out (in addition to the Purchase Price). The net proceeds of sale to

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Ciena after the carve-out shall be \$1,760,000.00. GCP shall not receive any carve-out based upon the fact that the purchaser and Purchase Price have changed; and it is further

ORDERED that the Buyer shall pay a Three Hundred Thousand Dollar and No Cents (\$300,000.00) non-refundable deposit to Ciena on or before 5 PM (EST) on Monday, April 27, 2009, which shall be applied to the Purchase Price in exchange for an extension of the deadline to close on the sale of the Debtor's real and personal property for a period of forty-five (45) days from the entry of this Order; and it is further

ORDERED that Debtor shall continue making adequate protection payments in the amount of \$3,000.00 to Ciena on each Monday ("AP Payment") thereafter through and including the Monday immediately preceding the closing date of the sale transaction with Buyer; and it is further

ORDERED that the Debtor's use of Ciena's cash collateral is hereby continued and extended to June 15, 2009; and it is further

ORDERED that a default in making any non-refundable payment by the Buyer or any AP Payment by the Debtor results in title to the Property vesting in Ciena. The Buyer retains the right to cure a default by the Debtor in accordance with its cure rights under the Sale Order; and it is further

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ORDERED that all other terms and conditions set forth in the Sale Order remain in full force and effect except to the extent modified by this Consent Order.

THE FORM AND ENTRY OF THE WITHIN
CONSENT ORDER IS HEREBY AGREED TO BY:

TEICH GROH

Counsel to Buyer, Dipali Jariwala

MAHADEVA, PLLC

*Co-Counsel to Ciena Capital Funding,
LLC, Secured Creditor*

By: /s/ Brian W. Hofmeister
Brian W. Hofmeister

By: /s/ Prassana Mahadeva
Prassana Mahadeva

TRENK, DiPASQUALE, WEBSTER

DELLA FERA & SODONO, P.C.

*Counsel to Mantiff-Jahnavi Zanesville
Hospitality, LLC, Debtor and Debtor-in-
Possession*

By: /s/ Joseph J. DiPasquale
Joseph J. DiPasquale